

VALTC MCO Contract

Addendum 2

May 15, 2008

Section	Question	Response
4.1.3	Pg 32 4.1.3, Network of Providers with appropriate demographic placement and specialties: "MCO shall submit letters of intent as well as any existing members of their acute and LTC provider network" Do you want copies of the contracts/letters of intent or for us just to include providers with either letter of intent and/or contract in the Excel spreadsheet?	MCOs may submit a list of providers that they have LOIs with, and then a list of providers with contracts (or an indicator separating the two).
4.1.5	On page 32, 4.1.5. b, you are asking for a description of the management information system we will use to comply with encounter data submission requirements. There is a reference to Section 5 of the Encounter Data Submission Manual. Section 5 references the Certification that must be completed and sent in, not the information systems. Should we be looking to Section 4 requirements?	The reference to Section 5 as indicated in 4.1.5.b is referring to Section 5 of the Application to Contract, not to the Encounter Data Submission Manual.
5.23	Will the monthly personal maintenance allowance also be adjusted for non-covered medical and remedial expenses? This is required for nursing home and other LTC waivers – but that language is not incorporated into the contract.	The process for calculation of the PMA will not change under this program. The PMA is determined by DSS and passed on to the Department and subsequently the MCOs.
5.35.6	The contract permits the MCO to “recover” the cost of services received by an individual pending an unsuccessful appeal. Do Medallion II MCOs currently have the ability to do this? I understood that only DMAS had the power to recover from recipients. How much would be collectible? The capitation? The cost of actual services? The higher/lower of the two? What is current practice (in Medallion II), and what’s the basis for this provision in the VALTC contract?	This contract provision is outlined in the 42CFR§438.420(d): <i>“Enrollee responsibility for services furnished while the appeal is pending.</i> If the final resolution of the appeal is adverse to the enrollee, that is, upholds the MCO’s or PIHP’s action, the MCO or PIHP may recover the cost of the services furnished to the enrollee while the appeal is pending, to the extent that they were furnished solely because of the requirements of this section, and in accordance with the policy set forth in § 431.230(b) of this chapter.” This language also is a provision of the Medallion II Contract.
8.5	Should the Transmittal Letter be included with the Mandatory Requirements submission or the Covered Services Application?	The transmittal letter shall be submitted with the Mandatory Application.
9.1	On pg 31 Section 4.1 it outlines what should be included in the Mandatory Requirements, on pg 163 it outlines how the Mandatory Requirements will be evaluated. In the description of the evaluation there appear to be requirements that are not listed on pg 31 (ex. Projected Scope of Work, Mandatory Conditions). Should these be included in the Mandatory Requirements? Can you clarify how you would like us to address F. Projected Scope of Work? How should this response be different from D. Mandatory Conditions?	Responses to Section 9.2 shall be submitted with the Covered Services application, with the exception of the SWAM submittal that was clarified in addendum 1.